

E-TENDER DOCUMENT

FOR

TRANSPORTATION OF FINISHED GOODS/ MATERIALS THROUGH TRUCK

Tender No: HLL/SD/RBD/2020-21/TENDER/04 Dt:27.06.2020

e-Tendering



SOURCING DIVISION

HLL Lifecare Limited

(A Government of India Enterprise)

Corporate Head Office, Poojappura.P.O,
Thiruvananthapuram – 695012, Kerala, India

Phn: 0471- 2354949, 2355426

GENERAL INSTRUCTIONS TO BIDDERS

1. This tender is an e-Tender and is being published online in Government eProcurement portal, <https://etenders.gov.in/eprocure/app>
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the Central Public Procurement Portal of Government of India (e-portal). All Corrigendum/extension regarding this e-tender shall be uploaded on this website i.e. <https://etenders.gov.in/eprocure/app>.
3. The tender and its corrigendum/extension will also be published in our company website, URL address: <http://www.lifecarehll.com/tender>.
4. The tendering process is done online only at Government eProcurement portal (URL address: <https://etenders.gov.in/eprocure/app>). Aspiring bidders may download and go through the tender document.
5. All bid documents are to be submitted online only and in the designated cover(s)/envelope(s) on the Government eProcurement website. Tenders/bids shall be accepted only through online mode on the Government eProcurement website and no manual submission of the same shall be entertained. Late tenders will not be accepted.
6. The complete bidding process is online. Bidders should be in possession of valid Digital Signature Certificate (DSC) of class II or above for online submission of bids. Prior to bidding DSC need to be registered on the website mentioned above. If the envelope is not digitally signed & encrypted the Purchaser shall not accept such open Bids for evaluation purpose and shall be treated as non-responsive and shall be rejected.
7. Bidders are advised to go through "Bidder Manual Kit", "System Settings" & "FAQ" links available on the login page of the e-Tender portal for guidelines, procedures & system requirements. In case of any technical difficulty, Bidders may contact the help desk numbers & email ids mentioned at the e-tender portal.
8. Bidders are advised to visit CPPP website <https://etenders.gov.in> regularly to keep themselves updated, for any changes/modifications/any corrigendum in the Tender Enquiry Document.
9. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the Government eProcurement Portal.
 - 9.1 Registration
 - a) Bidders are required to register in the Government e-procurement portal, obtain 'Login ID' & 'Password' and go through the instructions available in the Home page after log in to the CPP Portal (URL: <https://etenders.gov.in/eprocure/app>), by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
 - b) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
 - c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

- d) They should also obtain Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. The process normally takes 03 days' time. The bidders are required to have Class II or above digital certificate or above with both signing and encryption from the authorized digital signature Issuance Company. Please refer online portal i.e. - <https://etenders.gov.in/eprocure/app> for more details.
- e) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or above Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify /nCode / eMudhra etc.), with their profile.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.
- g) The Bidder intending to participate in the bid is required to register in the e-tenders portal using his/her Login ID and attach his/her valid Digital Signature Certificate (DSC) to his/her unique Login ID. He/She have to submit the relevant information as asked for about the firm/contractor. The bidders, who submit their bids for this tender after digitally signing using their Digital Signature Certificate (DSC), accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure of this tender.
- h) Only those bidders having a valid and active registration, on the date of bid submission, shall submit bids online on the e-procurement portal.
- i) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- j) Ineligible bidder or bidders who do not possess valid & active registration, on the date of bid submission, are strictly advised to refrain themselves from participating in this tender.

9.2 Searching for Tender Documents

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Form of Contract, Location, Date, Value etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS/ e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk

9.3 Preparation of Bid

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

- b) Please go through the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
 - c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR /DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
 - d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
 - e) Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.
10. More information useful for submitting online bids on the CPP Portal may be obtained at <https://etenders.gov.in/eprocure/app>
11. Tenderer are required to upload the digitally signed file of scanned documents. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. Uploading application in location other than specified above shall not be considered. Hard copy of application shall not be entertained.
12. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The 24x7 Help Desk details are as below: -
- For any technical related queries please call at 24 x 7 Help Desk Number:
0120-4001 062, 0120-4001 002, 0120-4001 005, 0120-6277 787
- Note:- International Bidders are requested to prefix +91 as country code
- E-Mail Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
Technical - support-eproc@nic.in, Policy Related - cphp-doe@nic.in
13. Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject while emailing any issue along with the contact details.
14. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Address for communication and place of opening of bids:

Senior Manager (SD-RBD)
Sourcing Division
HLL Lifecare Ltd.
HLL Bhavan, Poojappura,
Thiruvananthapuram - 695012,
Kerala, India
Tel: +91 4712353932, 2354949, 2350959, 2350961,
Email – sdrbdsouth@lifecarehll.com

15. The bids shall be opened online at the **Office of the Senior Manager (SD-RBD)** in the presence of the Bidders/their authorized representatives who wish to attend at the above address. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be done on the next working day at same time and place.
16. More details can be had from the Office of the Senior Manager (SD-RBD) during working hours. The Tender Inviting Authority shall not be responsible for any failure, malfunction or breakdown of the electronic system while downloading or uploading the documents by the Bidder during the e-procurement process.
17. A firm/bidder shall submit only one bid in the same bidding process. A Bidder (either as a firm or as an individual or as a partner of a firm) who submits or participates in more than one bid will cause all the proposals in which the Bidder has participated to be disqualified.

18. Online Tender Process:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>). However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: Not Applicable for this tender
- iii. Publishing of Corrigendum: All corrigenda shall be published on Government e-procurement portal (URL: <https://etenders.gov.in/e procure/app>) and HLL website (URL address: <http://www.lifecarehll.com/tender>) and shall not be available elsewhere.
- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on Government e-procurement portal. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. Opening of Technical Bid and Bidder short-listing: The technical bids will be opened, evaluated and shortlisted as per the eligibility and technical qualifications. All documents in support of technical qualifications shall be submitted (online). Failure to submit the documents online will attract disqualification. Bids shortlisted by this process will be taken up for opening the financial bid.
- vi. Opening of Financial Bids: Bids of the qualified bidders shall only be considered for opening and evaluation of the financial bid on the date and time mentioned in critical date's section.

19. Tender Processing Fees and Bid Security (EMD):

Tender processing fee of Rs. 1,000 (Rupees One Thousand Only) should be drawn in favor of HLL Lifecare Ltd, payable at Trivandrum is to submitted in physical form.

EMD of **Rs.2,00,000.00 (Rupees Two Lakhs Only)** in the form of bank guarantee valid for 6months from the date of opening (Schedule G) or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.

Bidders are requested to submit the Tender processing fee and EMD in physical form on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive.

Documentary proof of the above transactions completed successfully by the bidder, shall be uploaded at the locations separately while submitting the bids online.

20. HLL Lifecare Limited does not bind themselves to accept the lowest or any bid or to give any reasons for their decisions which shall be final and binding on the bidders.
21. The HLL Lifecare Limited reserves to themselves the right of accepting the whole or any part of the tender and bidder shall be bound to perform the same at his quoted rates.
22. In case, it is found during the evaluation or at any time before signing of the contract or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the bidder or the applicant has made material misrepresentation or has given any materially incorrect or false information, appropriate legal/penal etc., action shall be taken by HLL Lifecare Limited including but not limited to forfeiture of EMD, Security Deposit , black listing etc., as deemed fit by HLL Lifecare Limited.
23. Conditional bids and bids not uploaded with appropriate/desired documents may be rejected out rightly and decision of HLL Lifecare Limited in this regard shall be final and binding.
24. The technical bids should be uploaded as per the requirements of NIT and should not contain price information otherwise the bid will be rejected.
25. HLL Lifecare Limited Ltd. reserves the right to verify the claims made by the bidders and to carry out the capability assessment of the bidders and the HLL Lifecare Limited's decision shall be final in this regard.

26. Submission Process:

For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on Government e-procurement portal (URL: <https://etenders.gov.in/eprocure/app>) along with tender document fees and EMD.

Note:- It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

SENIOR MANAGER (SD-RBD)

TENDER NOTICE

Sub: Contracting of Transportation of Finished Goods - reg;

E- Tenders under Two Bid System (Techno Commercial Bids) for transportation of finished goods from Mumbai to Various locations such as Punjab, New Delhi, Kolkotta, Ahmedabad, Mumbai, Bangalore and Chennai are invited from reputed transport companies/fleet operators having all India Network /Other facilities at all the centers for a period of 3 months from the work order. The details can be obtained from CPP portal (<https://etenders.gov.in/eprocure/app>) and also in HLL website <http://www.lifecarehll.com/tender>.

Bidders can participate in the tender by paying Tender Fee of Rs.1000/- (Rupees One Thousand Only), inclusive of GST) drawn in favor of HLL Lifecare Ltd, payable at Trivandrum is to submitted in physical form and EMD amount of Rs.2,00,000/- (Rupees Two Lakh only) in in the form of bank guarantee (Schedule G) or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.

Note:-

SSI/MSME units interested in availing exemption from payment of Tender Fee and EMD should submit a valid copy of their registration certificate issued by the concerned DIC or NSIC/Udyog Aadhaar. If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012. But the Party has to provide Performance Security/Security Deposit if Tender is awarded to them.

Closing date & time for submission of Tender processing fee & EMD in physical form*	02-07-2020 at 17:00 hrs
Last date and time for online submission of online bids	03-07-2020 at 15:00 hrs
Date and time of opening of technical bid	04-07-2020 at 15:00 hrs

****Bidders have to submit Original Bank Instruments for Tender fee &EMD within the above mentioned date and time***

SCHEDULE A

Details of Point to Point Locations

Sr. No.	Lifting Point	Delivery location	Approx. No. of Days for delivery	Required Vehicle container (closed body vehicle)
1	Mumbai	Patiala (Punjab)	06	17ft, 19ft, 20ft, 22ft, 32ft
2	Mumbai	New Delhi	05	17ft, 19ft, 20ft, 22ft, 32ft
3	Mumbai	Kolkotta	07	17ft, 19ft, 20ft, 22ft, 32ft 32ft
4	Mumbai	Ahmedabad	02	17ft, 19ft, 20ft, 22ft, 32ft
5	Mumbai	Bengaluru	03	17ft, 19ft, 20ft, 22ft, 32ft
6	Mumbai	Tiruvallur Dist. (Tamil Nadu)	03	17ft, 19ft, 20ft, 22ft, 32ft
7	Mumbai	Bhiwandi (Thane Dist., Mumbai)	01	8ft, 14ft, 17ft, 19ft, 20ft, 22ft, 32ft

SCHEDULE B

MINIMUM ELIGIBILITY CRITERIA FOR QUALIFYING IN THE TECHNICAL BID

1. The Transporter should have own minimum 5 number trucks and have at least 10 attached trucks with National Permit. Further they should be capable of mobilizing additional trucks as and when required.
2. The Transporter should have a full-fledged office with telephone, Fax/ e-mail facilities in Mumbai or nearby place.
3. Bidders are requested to submit the Tender processing fee and EMD in physical form on or before the due date as mentioned in the NIT. The bidders who failed to submit the tender fee and EMD in physical form before the submission deadline will be considered as technically non responsive
4. The transporter should have undertaken interstate goods transportation contracts of Public Sector Undertaking/Leading Private Companies for last 2 years.

Documents to be submitted along with the Technical Bid:

1. Copies of the R C book, Permit & other relevant documents for the transportation of goods to be attached for establishing the eligibility criteria Sr. No.1 (Schedule B)
2. Copy of GST Certificate (self-attested copy)
3. Copy of Permanent Account Number (Self-attested Copy)
4. Certificate of Turn over for last three years issued by Chartered Accountant
5. Documentary proof for establishing the eligibility criteria - Copies of work order/contracts undertaken for interstate goods transportation of Public Sector Undertaking/Leading Private Companies for last 2 years.
6. Documentary proof of Tender Fee and EMD submitted in physical form by the bidder, shall be uploaded.
7. Declaration as per Schedule F
8. Schedule H - Category details of organization, in case of MSME / MSE, If the bidder is a MSME, it shall declare in the bid document the Udyog Aadhar Memorandum Number issued to it under the MSMED Act, 2006. If a MSME bidder do not furnish the UAM Number along with bid documents, such MSME unit will not be eligible for the benefits available under Public Procurement Policy for MSEs Order 2012.”

TERMS AND CONDITIONS

- 1) This Bid is intended to finalize the contract for transportation of finished products by TRUCK from Mumbai to consignees in various destinations as mentioned in Schedule A.
- 2) This is a TWO BID system comprising of:
 - (a) Technical Bid
 - (b) Price Bid
- 3) A DD from a Nationalised Bank for Rs.2,00,000/- in the form of bank guarantee valid for 6 months from the date of opening (Annexure G) or in the form of a Demand Draft drawn in favour of HLL Lifecare Limited, payable at Thiruvananthapuram drawn from any nationalized bank/scheduled bank.
- 4) The successful tenderer should deposit Security Deposit of Rs 5,00,000/- within two weeks of award of work by DD/ BG in favour of M/s.HLL Lifecare Limited, payable at Thiruvananthapuram. The Security Deposit would be released after three months on the satisfactory completion of the contract. The EMD of successful bidders will be converted to Security Deposit and the bidders are required to furnish the balance amount.
- 5) The Transporter is expected to examine all Instructions, Terms and Conditions given in the Bidding documents. Failure to furnish all information required in the Bidding documents in every respect will be at the Transporters risk and may result in rejection of the Bids.
- 6) **The Transporter is expected to collect the consignment from the facilities assigned by HLL in two locations (Raigad Dist./ Palghar Dist) in Mumbai by lifting either the full quantity of one consignment from single facility or to lift the portion of one consignment from one facility and balance from the second facility (as required by HLL from time to time) and deliver the same to the consignee locations as mentioned in the Schedule A within the stipulated time**
- 7) The validity of both Technical Bid and Price bid shall be valid for 3 months. However, HLL reserves the right to limit/extend the validity period without assigning any reason.
- 8) **The date and time of opening of Price Bid will be intimated separately. The Price Bids of Tenderers who do not qualify in the technical bid will not be opened.**
9. The tenders should be completed in all respects. Incomplete tenders are liable to be rejected.
10. The Tenderer who does not meet the Minimum Eligibility Criteria shall be considered as DISQUALIFIED in the tender.
11. Quoted rates shall include door collection, transit insurance, door delivery, loading and unloading and any other expenses that are likely to be incurred by the transporter.
12. The transporter, if required, has to meet all expenses like toll, Octroi, entry tax etc.

13. SSI/MSE units interested in availing exemption from payment of Tender Fee & EMD should submit a valid copy of their Udyog Aadahar registration certificate on or before the date and time as mentioned in the Tender Notice. Scanned copy of the same is to be attached with the technical bid.

SPECIFIC CONDITIONS

1. The Company shall have the right to inspect the existence and genuineness of the details claimed in the Technical Bid, to determine the eligibility of the Bidder prior to the award of transportation work and the tenderer shall extend all co-operation for this. If any information provided in the Technical Bid is found false or not correct at the stage of inspection/verification, the tenderer may be disqualified.
2. If any information provided in the Technical Bid is found false at any point of time during the contract period, the same shall result in termination of contract, disqualification of the tenderer from future tenders, forfeiture of EMD paid and Security Deposit and payment of compensation towards loss or damage caused to the Company on account of making false claims.
3. The Transporter is expected to collect the consignment from Mumbai (HLL assigned facility) and deliver the same to the consignee locations as mentioned in the Schedule A within the stipulated time.
4. Freight charges for stations from/ to places other than what are indicated herein shall be fixed mutually considering the distance to nearby stations.
5. In a situation when the truck may have to be retained at the consignee end for loading/unloading, the Transporter should be ready for the same and no additional charges shall be claimed or payable for this.
6. Whenever the Company, in exigency, book the part load as full truck load and at full load rate, the Transporter shall not carry the materials of any other customer along with the same HLL consignment.
7. **The transporter will be informed the no. of boxes to be picked for a day (before 01:30 pm) from the HLL assigned Facility at Mumbai to the schedule the trucks (closed body) in writing/e-mail/ telephone calls. Transporter has to arrange the number of trucks in the same day before 05:00pm. If the Transporter fails to provide the vehicle within the time given, the Company reserves the right to engage truck from other sources. The additional costs that may be incurred by the Company in this regard will be recovered from the originally designated Transporter. (*Special attention is drawn to this clause*).**
8. When the Transporter fails to carry out the transportation work at any time to the satisfaction of the Company, the Company may get the transportation work done by other means at the risk and cost of the transporter and recover the cost from the pending bills, Bank guarantee, Sale of movable & immovable properties etc. of the transporter without prejudice to the rights available under the contract.
9. The contract is of special nature involving handling and transport of costly materials and as such the transporter will have to ensure complete safety in handling and transporting these items. If any damage and/or loss for to the materials has occurred, between the collection of the consignment and delivery of the same to the consignee, the Tenderer/Transporter will be held responsible for such damages and losses which will have to be made good by them/ recovered from the pending bills, Bank Guarantee / Security Deposit.
10. The Transporter has to ensure that the materials collected are as per the Packing Slip/Delivery Chellan. The Packing Slip/Delivery Chellan shall form the part of the

L.R./C.N. The consignment shall be delivered as per the L.R./Packing Slip/Delivery Challan.

11. HLL at its discretion, may impose Penalty of 1% of freight charge per day per truckload for late delivery beyond the number of days given/agreed in the Tender/ Transportation Work Order/Agreement.
12. The Transporter is solely responsible for complying with all statutory obligations and for any loss/expenditure arising from the breach thereof, if not satisfactorily settled by the Transporter, the Company reserves the right to withhold payment of bills or any other dues and discharge the obligations of the Transporter without prejudice to the Company claiming full value of damage otherwise as per law in force.
13. The successful transporter has to provide vehicles as and when required, for a period of 3 months during which no rate/price change will be allowed.
14. It will be the sole responsibility of the Transporter to ensure adequate protection of the consignment from sunrays, rain and all other hazards.
15. In the case of transportation (full / part load), no transshipment of goods will be allowed enroute and the Transporter shall not carry consignments of other parties in the same lorry till it is delivered to the consignee. The Reg. Number of the Truck / Lorry in which the HLL's products are loaded is to be recorded in the Lorry Receipt by the Transporter and this should be endorsed by the consignee on delivery.
16. The transporter shall carry all the documents related to the delivery of the consignment to the consignee & obtain clear acknowledgement from the consignee on the Consignment Note/LR as token of receipt of the consignment in good condition and submit the original of the acknowledged Consignment Note/LR to HLL Trivandrum along with bill submitted by the transporter within 15 days of delivery.

Payment:

17. **The payment of the transporting charges will be made on submission of proper bills supported by the Goods Consignment Note and clear copy of supplier invoice duly signed and acknowledged by HLL warehouse/Consignee with official stamp in proof of receipt of consignment in good condition. However, in case any shortage/damage is reported by the consignee within 15 days of delivery of the consignment, the value of such quantity will be recovered from the transporters Bills/Security Deposit. Bills must be submitted within 30 days from the date of delivery.**
18. The documents handed over to the Transporter by the consignor/consignee are to be carried safely for delivery to the officials intended for.
19. The work Order may be issued to more than one transporter who qualify in the Technical Bid for the destination quoted by them. However, the L1 tenderer shall be approached first for placing the vehicle for a given destination.
20. Non-performance or non-adherence to any of the terms and conditions stipulated in the Tender/Work Order will be violation of the spirit of the agreement to be executed which will tantamount to breach of contract and in such a situation, the Company reserves the right to terminate the contract with or without notice and without assigning any reason and the Transporter would be liable for losses/damages that would have been incurred by the Company on account of their non-fulfilment of the contract.

21. The transportation contract awarded shall not be subcontracted to any other person/transporter. In case the Company finds, at any point of time during the period of contract, that the transportation work undertaken by the Transporter has been subcontracted, the same will be treated as violation of the contract and is liable for legal action, termination of contract, forfeiture of Security Deposit and disqualification from future tenders to HLL.

22. PRICE BID

- (i) The bidder should examine the conditions of the tender and all cost involved before submitting the price bid.
- (ii) The Tenderers shall quote the lowest competitive rate to each destination against each vehicle type transport full load of our products.
- (iii) The lowest bidder will be selected for each Vehicle type against each destination.
- (iii) Quoted rates shall include door collection, door delivery, loading at lifting point and unloading charges at destination, freight insurance up to the destination and any other expenses that are likely to be incurred by the transporter.
- (iv) All incidental charges, either statutory or otherwise including octroi, entry tax and toll tax shall be borne by the Transporter.
- (vii) The price quoted by the tenderers will be valid for 3 months and can be extended up to 3 months on mutual consent.
- (viii) No enhancement in rates, except specified in this tender shall be claimed or payable during the period of the contract.

23. LEGAL COMPLIANCES:

The successful tenderer shall have to execute an agreement on Stamp Paper worth Rs.200/- (Rupees One Hundred only) for the due fulfillment of the contract within 15 days of the award of contract. The jurisdiction of any dispute and proceedings arising out of this tender shall be only in the Court of Thiruvananthapuram.

24. RECOVERY OF LOSS/DAMAGE TO COMPANY: -

- (i) The successful tenderer should deposit Security Deposit of Rs.5,00,000/- within two weeks of award of work by DD/ BG in favour of M/s. HLLlifecare Limited, payable at Thiruvananthapuram. The Security Deposit would be released after three months on the satisfactory completion of the contract. The EMD of successful bidders will be converted to Security Deposit and the bidders are required to furnish the balance amount.
- (ii) This E.M.D will be forfeited in case the transporter gets qualified in the technical bid and further withdraws from the contract by non-acceptance of the work order/LOI, or showing reluctance for entering into an agreement with HLL on receipt of Work Order /LOI as the case may be.
- (iii) This Security Deposit shall be forfeited in case the transporter withdraws from the contract once it is awarded or fails in completing the contract in time as required by the Company or in case any loss / wrong delivery (consignee or consignment) / or transit damage is caused to the Company by the transporter or on breach of any of the conditions of the contract. Loss or damage caused to the Company at the instance of the contract awarded to the Transporter shall be recovered from the Security Deposit / bills submitted by the party in proportionate to the loss or damage sustained by the

Company and the decision on the amount of compensation for the loss or damage shall be at the discretion of the Company. The Company shall also have the right to recover such loss or damage from the movable or immovable properties of the Transporter and his heirs and legal representatives if the loss or damage caused is in excess of Security Deposit.

25. INDEMNITY CLAUSE:-

As a bidder, the indemnifier assumes liability for and irrevocably agrees to indemnify, defend and hold harmless Government of India and HLL Lifecare Limited, its Affiliates, shareholders, officers, directors, employees, agents, and their respective successors and assigns, from and against any and all losses, damages, claims, actions, liabilities, proceedings, injury, cost or expenses (including counsel's fees of whatsoever kind of nature arising out of or in any way connected with the licenses granted or services or out of any defect (whether obvious or hidden) in the products or arising from the indemnifier's failure to comply with applicable laws.

If the transporter fails to meet the terms of the Transportation Work Order/Agreement (placing the vehicle within the time prescribed, delivery of the consignment within the agreed days etc.) the transporter shall and will indemnify the Company (HLL) against all losses or damages whatsoever to be incurred or sustained including legal cost or expenses incurred by the Company by reasons of non-provision /non-performance against the terms and conditions given in the transportation Work Order/Agreement and this Tender.

If any shortage/damage, pilferage etc. are found in the consignment, while delivering the same to the consignee, the Transporter/their representative at the destinations/stations shall give open delivery and issue/obtain necessary shortage/damage certificate within 7 days of delivery to/from the consignee. Double the value of the quantity found short/damaged shall be retained/recovered from the Transporter Bills/other movable & immovable properties.

26. DISTRIBUTION OF TRANSPORTATION WORK TO MORE THAN ONE TENDERER: -

The Company reserves the right to distribute the transportation work under this tender to one or more parties, in full or partially at its discretion to different transporters.

30. GENERAL

This Tender is liable to be suspended or cancelled at any time at the discretion of HLL, Thiruvananthapuram with or without assigning any reason. Any or all Technical Bid and Price Bid can be rejected or accepted or cancelled by him/her without assigning any reason.

32. The transporter should have online tracking facility for the consignments dispatched. If the facility is not available, updates shall be given to HLL through mail/fax on daily basis.
33. HLL shall not be liable for producing any type of certificates which is not required for the movement of materials from one state to another state through the respective check post.
34. For all dispatches, the transporter should ensure that all documents relevant (such as Permits/Forms) to the transportation of goods till final destination should be properly verified and ensure prior to dispatch of goods from assigned pickup point. HLL will not entertain any further request for additional documentation while goods are in transit.

SCHEDULE- E

QUESTIONNAIRE - GENERAL INFORMATION OF THE TENDERER

1. (a) Name and address of the Tenderer :

(b) Details of Key Personnel at your Office

Name / Designation	Tel. No.		Mobile No.	Fax No.	email id
	Off.	Res.			

2. (a) 1) Type of Firm : Partnership/ Proprietary / Pvt. Ltd./Public Ltd.

2) Details of Partners/ Directors along with address : (Attach additional sheet if required)

(b) PAN Card of the Tenderer : (Attach copy)

3. a) No. of vehicles under your ownership having National Permit. (Attach a statement of details : Nos. of Truck No. /self attested copies of RC book & permit)

b) No. of vehicles attached with you/firm /company. (Attach a statement of details : Nos. of Truck No. / self attested copies of RC book & permit)

4. Have you undertaken similar works for Public Sector Undertakings/ Leading Private Companies during the last 2 years : Yes/No
(If Yes, the details may be attached in the given format.

Name & Address of the Customer	Value of Business done during the previous years

(Copies of the Contracts/Work Orders also be attached)

5. Name & Address of your Banker :

6. Details of tax registration :- :
a) GST No.

7. Have you had Litigation/Arbitration in any commercial contract during last three years ? : YES / NO
if YES give details

Place :
Date :

NAME AND SIGNATURE OF THE VENDOR
(Office Seal)

SCHEDULE – F

DECLARATION

We certify that we have not been de-registered or debarred or blacklisted or banned / suspended for any services have quoted, by State Government or Government of India or any regulatory/statutory authorities, till the due date of submission of BID as specified in the subject BID. If we, at a later date, are found guilty of suppressing facts in this regard, such act on our part shall be considered a fraudulent practice in accordance with the tender terms and conditions and the Purchaser shall be entitled to reject our BID and forfeit the BID Security, submitted by us against this Tender.

We have also noted that after submission of BID and before award contract, if we are deregistered or debarred or blacklisted by State Government or Government of India or any regulatory/statutory authorities, our BID will be considered as Non-responsive.

We confirm having read and understood all the transportation requirements, destinations with number of days, vehicle types & for delivery (Schedule A), instructions, forms, terms and conditions (schedule C), specific conditions (schedule D) and other requirements of the tender – E-Tender No: HLL/SD/RBD/2020-21/TENDER/04 Dt:26.06.2020 (both expressed and implied) in full and the offer being submitted is as per the requirements given in this Bid and that I/We agree to abide by all without any deviation.

SIGNATURE:

NAME & ADDRESS OF TRANSPORTER

(Seal of the Transporter)

Place:

Date:

Performance Bank Guarantee Format

To: _____ (Name of Purchaser) **WHEREAS** _____ (Name of Supplier) (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. _____ dated _____ 20____ to supply _____ (Description of Goods and Services) (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of _____ (Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limit of _____ (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20____.

Signature and Seal of Guarantors

Date: _____ 20 _____

Address: _____

Schedule H

Category details of organization

SL No.	Description	Yes/No
1.	Whether the organization belongs to the MSME category	
2.	If yes whether the organization belongs to MSE category	
3.	Whether the MSE organization belongs to SC/ST entrepreneur.	
4.	Whether the MSE organization belongs to woman entrepreneur.	

***Kindly furnish the copies of documents supporting your above claim along with this Annexure duly filled.**

***The Udyog Aadhar no of the bidder**

(Self-attested copy of Udyog Aadhar registration certificate should be submitted along with the technical bid)

Date:

Signature of the Bidder:

Place:

Name with seal:

Designation:

Address: